

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
STIPULATED ELECTION AGREEMENT

FUYAO GLASS AMERICA INC.

Case 09-RC-208040

The parties **AGREE AS FOLLOWS:**

1. PROCEDURAL MATTERS. The parties waive their right to a hearing and agree that any notice of hearing previously issued in this matter is withdrawn, that the petition is amended to conform to this Agreement, and that the record of this case shall include this Agreement and be governed by the Board's Rules and Regulations.

2. COMMERCE. The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c).

The Employer, a corporation, is engaged in the manufacturing of automotive glass. During the past 12 months, a representative period, the Employer purchased and received goods and materials valued in excess of \$50,000 at its facility in Ohio directly from points located outside the State of Ohio.

3. LABOR ORGANIZATION. The Petitioner is an organization in which employees participate, and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and is a labor organization within the meaning of Section 2(5) of the Act.

4. ELECTION. A secret-ballot election under the Board's Rules and Regulations shall be held under the supervision of the Regional Director on the date and at the hours and places specified below.

DATES AND TIMES:

NOVEMBER 8, 2017 – 8 P.M. TO 12 MIDNIGHT; AND

NOVEMBER 9, 2017 – 6 A.M. TO 10 A.M. AND 1 P.M. TO 5 P.M.

**PLACE: THE EMPLOYER'S GROUND FLOOR CENTRAL BREAK ROOM
LOCATED AT 800 FUYAO AVENUE, MORaine, OH**

If the election is postponed or canceled, the Regional Director, in his or her discretion, may reschedule the date, time, and place of the election.

5. UNIT AND ELIGIBLE VOTERS. The following unit is appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time production and maintenance employees employed by the Employer at its 800 Fuyao Avenue, Moraine, Ohio location, but excluding office clerical employees, managerial employees, professional employees, guards and supervisors as defined in the Act.

Those eligible to vote in the election are employees in the above unit who were employed during the **payroll period ending Saturday, October 14, 2017**, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in

Initials: _____

an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls or by mail as described above in paragraph 4.

Ineligible to vote are (1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, (2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and (3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced.

Others permitted to vote: The parties have agreed that Quality Engineers, Translators, and Coordinators/Team Leaders may vote in the election but their ballots will be challenged since their eligibility has not been resolved. No decision has been made regarding whether the individuals in these classifications or groups are included in, or excluded from, the bargaining unit. The eligibility or inclusion of these individuals will be resolved, if necessary, following the election.

6. VOTER LIST. Within 2 business days after the Regional Director has approved this Agreement, the Employer must provide to the Regional Director and all of the other parties a voter list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available personal home and cellular telephone numbers) of all eligible voters. The Employer must also include, in a separate section of that list, the same information for those individuals whom the parties have agreed should be permitted to vote subject to challenge. The list must be filed in common, everyday electronic file formats that can be searched. Unless otherwise agreed to by the parties, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. The font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. When feasible, the list must be filed electronically with the Regional Director and served electronically on the parties. The Employer must file with the Regional Director a certificate of service of the list on all parties.

7. THE BALLOT. The Regional Director, in his or her discretion, will decide the language(s) to be used on the election ballot. All parties should notify the Region as soon as possible of the need to have the Notice of Election and/or ballots translated.

The question on the ballot will be "Do you wish to be represented for purposes of collective bargaining by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (UAW)?" The choices on the ballot will be "Yes" or "No".

8. NOTICE OF ELECTION. The Regional Director, in his or her discretion, will decide the language(s) to be used on the Notice of Election. The Employer must post copies of the Notice of Election in conspicuous places, including all places where notices to employees in the unit are customarily posted, at least three (3) full working days prior to 12:01 a.m. of the day of the election. The Employer must also distribute the Notice of Election electronically, if the Employer customarily communicates with employees in the unit electronically. Failure to post or distribute the Notice of Election as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

9. NOTICE OF ELECTION ONSITE REPRESENTATIVE. The following individual will serve as the Employer's designated Notice of Election onsite representative: Athena Hou, Chief Legal Officer, 800 Fuyao Avenue, Moraine, OH, ahou@fuyaousa.com.

Initials: _____

10. ACCOMMODATIONS REQUIRED. All parties should notify the Region as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.503, and who in order to participate in the election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.503, and request the necessary assistance.

11. OBSERVERS. Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

12. TALLY OF BALLOTS. Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties.

13. POSTELECTION AND RUNOFF PROCEDURES. All procedures after the ballots are counted shall conform with the Board's Rules and Regulations.

Fuyao Glass America Inc.

(Employer)

**International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, AFL-CIO (UAW)**

(Petitioner)

By /s/ David Kadela 10/24/17

(Name) (Date)

David Kadela, Attorney

By /s/ Ava Barbour 10/24/17

(Name) (Date)

Ava Barbour, Asso. GC

Recommended: /s/ Ann Marie Behrle 10/24/17

Ann Marie Behrle, Compliance Officer (Date)

Date approved: 10/25/17

/s/ Garey E. Lindsay

Garey E. Lindsay, Regional Director, Region 09

National Labor Relations Board

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

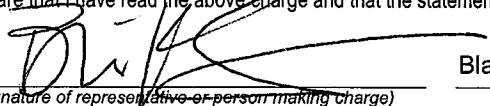
DO NOT WRITE IN THIS SPACE

Case
09-CA-172583

Date Filed
March 25, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Fuyao Glass America Inc.		b. Tel. No. 937-221-8899	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 2801 W. Stroop Rd. Moraine, OH 45439		e. Employer Representative HR Manager Tom Thompson	
		g. e-Mail tthompsonsfuyaousa.com	
		h. Number of workers employed 800	
i. Type of Establishment (factory, mine, wholesaler, etc.) Manufacturing Factory		j. Identify principal product or service Automobile Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) See attached for a full description of the basis of the charge.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)			
4a. Address (Street and number, city, state, and ZIP code) 8000 E. Jefferson Avenue Detroit, MI 48214		4b. Tel. No. 313-926-5000	
		4c. Cell No.	
		4d. Fax No.	
		4e. e-Mail bsimmons@uaw.net	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By  Blair Simmons, Assoc. General Counsel (signature of representative of person making charge) (Print/type name and title or office, if any)		Tel. No. 313-926-5216	
		Office, if any, Cell No.	
		Fax No. 313-926-5240	
		e-Mail bsimmons@uaw.net	
Address 8000 E. Jefferson Ave., Detroit, MI 48214		March 24, 2016 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

For at least the last six months the above named Employer violated Section 8(a)(1) of the NLRA and interfered with employee rights by maintaining and enforcing overbroad and illegal Personnel Handbook policies. Provisions in that Handbook violate the Act by interfering with the Section 7 rights of employees, particularly the right to form or attempt to form a union, and the right to assist union organizing efforts of their Employer. The Employer's Handbook policy violates the Act:

- Solicitation and distribution of literature rules. The employer's Handbook policy statements regarding solicitation and distribution of information is overly broad. The policy states:
"In the best interest of all employees, there shall be no solicitations, no distributions of materials or the conducting of anything other than company business in the work areas, except for the annual United Way Drive.
Distribution of advertising materials, handbills, or other literature by employees in the workplace is prohibited."
- Also, the Employer violated Section 8(a)(1) of the NLRA by changing corporate policy in the following ways after an organization drive on 3/18/2016:
 - (1) Changing uniform policy of employees. On 3/19/2016, to be effective on 3/21/2016, the Employer decided to enforce mandatory uniform requirements which only permitted Employer-provided clothing to be worn. The Employer notified the employees of this policy change just one day after an organization drive successfully encouraged many employees to show their support for the union by wearing UAW t-shirts.
 - (2) Changing locker policy. Many employees used magnets to identify their particular lockers. Fuyao recently informed workers they can no longer put anything on their lockers after it became clear employees were putting UAW stickers onto magnets placed on lockers.
- The Employer installed High Definition security cameras to illegally surveil employees around the exterior of the facility, just hours after the UAW organizing efforts in the parking lot.
- "Union Free Philosophy" (found on Handbook pg. 13). An entire section of the Handbook is titled, "Union Free Philosophy" it reads, in pertinent part:
"We are proud of our long history of providing employees with fair work environments, though we realize employees may need to raise comments or concerns with Management. We want to assure our employees that they can speak for themselves and we will listen and are committed to an open dialogue. Fuyao Glass America Inc. has an open door policy to ensure the fair treatment of our employees.
We are confident that an open dialogue can best be accomplished without a union in the middle of the relationship between you and our Management Team. Fuyao Glass America Inc. strongly believes that a union would not be advantageous to our employees, or to the economic growth that the entire Company depends on."

On or about (b) (6), (b) (7)(C) /2016 the above named Employer violated Section 8(a)(3) of the Act of discriminating against its employees by illegally suspending an employee for union activity. The Employer discriminated against its (b) (6), (b) (7)(C).

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

09-CA-175666

Date Filed

May 5, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fuyao Glass America, Inc.		b. Tel. No. (937)221-8899
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2801 W. Stroop Road Moraine, OH 45439	e. Employer Representative Tom Thompson HR Manager	g. e-Mail tthompson@fuyaousa.com
		h. Number of workers employed 800
i. Type of Establishment (factory, mine, wholesaler, etc.) Auto and Truck Parts	j. Identify principal product or service Automotive Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attached for a full description of the basis of the charge.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)


International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code) 8000 E. Jefferson Avenue Detroit, Michigan 48214	4b. Tel. No. (313)926-5216
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail bsimmons@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative of person making charge)

Blair Simmons, Assoc. General Counsel

(Print/type name and title or office, if any)

Tel. No. (313) 926-5216

Office, if any, Cell No.

Fax No. (313) 926-5240

e-Mail
bsimmons@uaw.net

Address 8000 E. Jefferson Ave., Detroit, MI 48214

May 5, 2016
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by illegally polling employees.

On or about March 17, 2016, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees that they could not be on employer property and that the police had been called.

On or about March 18, 2016, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by enforcing an illegal uniform policy and telling employees that a new uniform policy was being enforced because employees wore union shirts.

Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by promulgating, maintaining and enforcing illegal and overbroad policies regarding infrastructure technology, outside communications, and confidentiality.

On or about (b) (6), (b) (7)(C), 2016, the above named Employer discriminated against its employee, (b) (6), (b) (7)(C), because of (b) (6), (b) (7)(C) union activity by giving (b) (6), (b) (7)(C) a written discipline for an event which occurred over three months beforehand.

On or about (b) (6), (b) (7)(C), 2016, the above named Employer discriminated against its employee, (b) (6), (b) (7)(C), because of (b) (6), (b) (7)(C) union activity, by forcing (b) (6), (b) (7)(C) to miss scheduled work breaks.

FORM EXEMPT UNDER 44 U.S.C. 3512

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

Date Filed

09-CA-175666

May 10, 2016

INSTRUCTIONS: First amended charge against employer 09-CA-175666

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Fuyao Glass America, Inc.

b. Tel. No. (937)221-8899

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

2801 W. Stroop Road
Moraine, OH 45439

e. Employer Representative

Tom Thompson
HR Manager

g. e-Mail

tthompson@fuyaousa.com

h. Number of workers employed
800i. Type of Establishment (factory, mine, wholesaler, etc.)
And Truck Partsj. Identify principal product or service
Automotive Glass

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See attached for a full description of the basis of the charge.

3. Full name of party filing charge (If labor organization, give full name, including local name and number)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code)

8000 E. Jefferson Avenue
Detroit, Michigan 48214

4b. Tel. No. (313)926-5218

4c. Cell No.

4d. Fax No.

4e. e-Mail

bsimmons@uaw.net

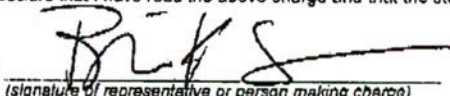
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Blair Simmons, Assoc. General Counsel

(Print/type name and title or office, if any)

Tel. No.

(313)926-5216

Office, if any. Cell No.

Fax No. (313)926-5240

e-Mail

bsimmons@uaw.net

Address 8000 E. Jefferson Ave., Detroit, MI 48214

May 5, 2016

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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1. Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by illegally polling employees and soliciting grievances from employees.
2. On or about March 17, 2016, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees that they could not be on employer property and that the police had been called.
3. On or about March 18, 2016, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by applying an illegal uniform policy and telling employees that a new uniform policy was being enforced because employees wore union shirts.
4. Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by promulgating, maintaining and enforcing illegal and overbroad policies regarding infrastructure technology, outside communications, and confidentiality.
5. On or about (b) (6), (b) (7)(C) 2016, the above named Employer discriminated against its employee, (b) (6), (b) (7)(C) because of (b) (6), union activity, by giving (b) (6), (b) (7)(C) a written discipline for an event which occurred over three months beforehand.
6. On or about (b) (6), (b) (7)(C) 2016, the above named Employer discriminated against its employee, (b) (6), (b) (7)(C) because of (b) (6), union activity, by forcing (b) (6), (b) (7)(C) to miss scheduled work breaks.

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

SECOND AMENDED

DO NOT WRITE IN THIS SPACE

Case
09-CA-175666Date Filed
June 21, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fuyao Glass, Inc.		b. Tel. No. 937-221-8899
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 2801 W. Stroop Road Moraine, OH 45439	e. Employer Representative Tom Thompson HR Manager	g. e-Mail tthompson@fuyaousa.com
		h. Number of workers employed 800
i. Type of Establishment (factory, mine, wholesaler, etc.) Auto and Truck Parts	j. Identify principal product or service Automotive Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

1. Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by illegally polling employees and soliciting grievances from employees.
2. On or about March 17, 2016 the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by informing employees that they could not be on Employer property and that the police had been called.
3. Within the last six months, the above named Employer unlawfully interfered with, restrained and coerced employees in the exercise of their Section 7 rights by promulgating, maintaining and enforcing illegal and overbroad policies regarding infrastructure technology, outside communications and confidentiality.
4. Sometime in March 2016, the above named Employer unlawfully granted benefits to employees.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code) 8000 East Jefferson Avenue Detroit, MI 48214	4b. Tel. No.
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)	

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative of person making charge)

Blair K. Simmons

(Print type name and title or office, if any)

Tel. No. 313-926-5216

Office, if any, Cell No.

Fax No. 313-926-5240

e-Mail
bsimmons@uaw.net

Address 8000 E. Jefferson Ave., Detroit, MI 48214

6/21/16
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C.

DO NOT WRITE IN THIS SPACE

Case

09-CA-176233

Date Filed

May 13, 2016

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Fuyao Glass America, Inc.

b. Tel. No. 937-221-8899

c. Cell No.

f. Fax No.

d. Address (Street, city, state, and ZIP code)

2801 W. Stroop Road
Moraine, OH 45439

e. Employer Representative

Tom Thompson
HR Manager

g. e-Mail

tthompson@fuyaousa.com

h. Number of workers employed
800

i. Type of Establishment (factory, mine, wholesaler, etc.)

Auto & Truck Parts

j. Identify principal product or service

Automotive Glass

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections)

of the National Labor Relations Act, and these unfair labor

practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the above named Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining and enforcing overbroad work rules that prevent or discourage employees from engaging in protected activities, by requiring all employee clothing, even undergarments, to be Fuyao provided.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Blair Simmons, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code)

8000 E. Jefferson St.
Detroit, MI 48214

4b. Tel. No. 313-926-5216

4c. Cell No.

4d. Fax No. 313-926-5240

4e. e-Mail

bsimmons@uaw.net

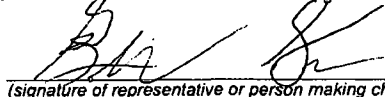
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Blair Simmons

(Print/type name and title or office, if any)

Tel. No.

313-926-5216

Office, if any, Cell No.

Fax No.

313-926-5240

e-Mail

bsimmons@uaw.net

Address 8000 E. Jefferson St. Detroit, MI 48214

5/13/2016

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC.

and
INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, AFL-CIO (UAW)

Cases 09-CA-172583
09-CA-175666
09-CA-176233

ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the charges in Cases 09-CA-172583, 09-CA-175666 and 09-CA-176233, filed by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (UAW) (Charging Party) against Fuyao Glass America, Inc. (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 09-CA-172583 was filed by the Charging Party on March 25, 2016, and a copy was served on Respondent by U.S. mail on March 28, 2016.

(b) The charge in Case 09-CA-175666 was filed by the Charging Party on May 5, 2016, and a copy was served on Respondent by U.S. mail on May 6, 2016.

(c) The first amended charge in Case 09-CA-175666 was filed by the Charging Party on May 16, 2016, and a copy was served on Respondent by U.S. mail on the same date.

(d) The second amended charge in Case 09-CA-175666 was filed by the Charging Party on June 21, 2016, and a copy was served on Respondent by U.S. mail on June 23, 2016.

(e) The charge in Case 09-CA-176233 was filed by the Charging Party on May 13, 2016, and a copy was served on Respondent by U.S. mail on May 16, 2016.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Moraine, Ohio, (Respondent's facility), and has been engaged in the manufacture and the nonretail sale of automotive glass.

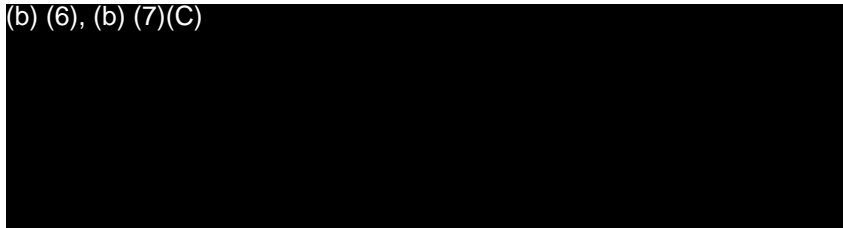
(b) In conducting its operations during the 12-month period ending July 29, 2016, Respondent sold and shipped from its Moraine, Ohio facility goods valued in excess of \$50,000 directly to points outside the State of Ohio.

(c) At all material times, Respondent has been an employer engaged in commerce with the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



5. (a) Since at least September 28, 2015, Respondent has maintained the following rule:

In the best interest of all employees, there shall be no solicitation, no distribution of materials or the conducting of anything other than company business in the workplace, except for the annual United Way Drive.

- (b) Since at least September 28, 2015, Respondent has maintained the following rule:

In the best interest of all employees, there shall be no solicitations, no distributions of materials or the conducting of anything other than Company business in the work areas, except for the annual United Way Drive.

Distribution of advertising materials, handbills, or other literature by employees in the workplace is prohibited.

6. (a) Since about March 4, 2016, Respondent, by (b) (6), (b) (7)(C) posting on its bulletin board, promulgated and since then has maintained the following rule:

To Fellow Employees:

“As part of our employment practices, Fuyao Glass America collects personal data about our employees, including addresses, phone numbers, social security numbers, and so forth. Due to the sensitive nature of information, FGA has controls and restrictions in place to govern its disclosure and use. Any unauthorized attempt by employees to obtain and/or disseminate personal information about fellow employees is a serious violation of employee integrity and company policy. Employees found to be engaging in such activity are subject to termination under the FGA disciplinary policy.”

- (b) Respondent promulgated and maintained the rule described above in paragraph 6(a) to discourage its employees from forming, joining or assisting the Union or engaging other concerted activities.

7. About March 17, 2016, employees engaged in concerted activities with other employees for the purposes of mutual aid and protection by leafleting at Respondent's entrance gates.

8. (a) About March 17, 2016, Respondent, by its guards at its entrances, denied its off-duty employees access to parking lots, gates and other outside nonworking areas by telling employees to leave, and that the police would be called.

(b) About March 17, 2016, Respondent, by its guards, called police.

(c) Respondent engaged in the conduct described above in paragraphs 8(a) and (b), because its employees engaged in the conduct described above in paragraph 7, and to discourage employees from engaging in these or other concerted activities.

9. (a) About March 18, 2016, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) verbally promulgated and since then has maintained a rule requiring that employees wear uniforms while at work and prohibiting employees from wearing buttons.

(b) About March 18, 2016, Respondent, by posting a notice, promulgated and since then has maintained a rule prohibiting employees from displaying stickers on their lockers.

(c) Respondent promulgated and maintained the rules described above in paragraphs 9(a) and (b) because its employees engaged in the conduct described above in paragraph 7, and to discourage its employees from forming, joining, and assisting the Union or engaging in other concerted activities.

10. Respondent, by (b) (6), (b) (7)(C):

(a) About March 24, 2016, in a maintenance department meeting solicited grievances from employees with an implied promise to correct the grievance by asking employees what they wanted.

(b) Between March 24 and March 30, 2016, in a maintenance department meeting unlawfully granted benefits by giving employees radios and carts.

(c) Between March 24 and March 30, 2016, in a maintenance department meeting solicited grievances from employees with an implied promise to correct grievances by having each employee list their grievances with Respondent.

11. About (b) (6), (b) (7)(C) 2016 Respondent, by (b) (6), (b) (7)(C), unlawfully interrogated an employee about their union sentiments.

12. (a) About May 12, 2016, Respondent, by issuing an employee rule book, promulgated and since then has maintained the following rule:

Baseball caps and/or other types of hats issued by Fuyao are permitted on the manufacturing floor and in office areas. All other caps and hats are prohibited.

(b) About May 12, 2016 Respondent, by (b) (6), (b) (7)(C) promulgated the following rule:

Employees could only wear undershirts and baseball hats issued by Respondent.

(c) Respondent promulgated the rules described above in paragraphs 12(a) and (b) to discourage its employees from forming, joining, and assisting the Union or engaging in other concerted activities.

16. By the conduct described above in paragraphs 5, 6, 8, 9, 10, 11 and 12, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

17. By the conduct described above in paragraphs 9(a) and (c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

18. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before August 11, 2016 or postmarked on or before August 10, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or

if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **October 11, 2016, 9 a.m.** at **Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 28, 2016

/s/ Garey E. Lindsay

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 09-CA-175666
09-CA-175666
09-CA-176233

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Blair Simmons, Assoc. General Counsel, International Union, United Automobile,
Aerospace and Agricultural Implement Workers of America, AFL-CIO (UAW),
8000 E Jefferson Ave, Detroit, MI 48214-2699
Tom Thompson, HR Manager, Fuyao Glass America Inc., 2801 W Stroop Rd,
Moraine, OH 45439

Michael T. Short , Attorney at Law, 21 E State St., Fl. 16, Columbus, OH 43215-4238

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC.,

and

INTERNATIONAL UNION, UNITED
AUTOMOTBILE, AEROSPACE AND
AGRICULTRUAL IMPLEMENT
WORKERS OF AMERICA, AFL-CIO
(UAW)

Cases: 09-CA-172583
 09-CA-175666
 09-CA-176233

ANSWER AND AFFIRMATIVE DEFENSES
OF FUYAO GLASS AMERICA, INC.

Respondent, Fuyao Glass America, Inc. ("Fuyao" or "Respondent"), by and through counsel and pursuant to the applicable rules and regulations of the National Labor Relations Board ("Board"), as amended, submits the following Answer and Affirmative Defenses to the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, Case Nos. 09-CA-172583, 09-CA-175666, and 09-CA-176233 (the "Complaint").

1. Fuyao admits the allegations set forth in Paragraph 1.
2. Fuyao admits the allegations set forth in Paragraph 2.
3. Fuyao admits the allegations set forth in Paragraph 3.
4. Fuyao admits this paragraph accurately reflects the job titles held by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C). Fuyao admits that (b) (6), (b) (7)(C) are supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act. Further answering, Fuyao denies the remaining allegations set forth in Paragraph 4.

5. Fuyao admits the allegations set forth in Paragraph 5.

6. (a) Fuyao admits on or about March 4, 2016, that Respondent posted a notice regarding protection of the employees' confidential information. This notice was rescinded on June 15, 2016.

(b) Fuyao denies the allegations set forth in Paragraph 6(b). Further answering, Fuyao avers that the Regional Director found no merit to this allegation on June 30, 2016.

7. Paragraph 7 states a legal conclusion for which no response is required. To the extent a response is required, Fuyao denies the allegations set forth in Paragraph 7.

8. (a) Fuyao denies the allegations set forth in Paragraph 8(a).

(b) Fuyao denies the allegations set forth in Paragraph 8(b).

(c) Fuyao denies the allegations set forth in Paragraph 8(c).

9. (a) Fuyao generally admits that it rolled out its uniform program starting in September, 2015, coinciding with the commencement of production at its Moraine facility. Fuyao further admits that it requires all production employees who are issued a uniform to wear the uniform during regular working hours. Fuyao admits production employees are not permitted to wear buttons that could damage the glass products; however, employees are permitted to wear stickers on their uniform in support of various unions. Fuyao avers that it has no knowledge of any employee being asked to cease wearing union stickers in connection with the rollout of the uniform policy. Further answering, Fuyao denies the remaining allegations in Paragraph 9(c).

(b) Fuyao denies the allegations set forth in Paragraph 9(b).

(c) Fuyao denies the allegations set forth in Paragraph 9(c). Further answering, Fuyao avers the lockers at issue are not owned by Fuyao and the only control Fuyao has over them is their location in the plant.

10. (a) Fuyao denies the allegations set forth in Paragraph 10(a).
(b) Fuyao denies the allegations set forth in Paragraph 10(b).
(c) Fuyao denies the allegations set forth in Paragraph 10(c).
11. Fuyao denies the allegations set forth in Paragraph 11.
12. (a) Fuyao admits issuing a workplace attire rule on or about May 15, 2016, that included the referenced language.
(b) Fuyao lacks knowledge and information sufficient to form a belief about the truth of the allegations in Paragraph 12(b), and therefore, denies the same.
(c) Fuyao denies the allegations in Paragraph 12(c).
13. Paragraph 13 is omitted from the Complaint. Therefore, no affirmative response is required.
14. Paragraph 14 is omitted from the Complaint. Therefore, no affirmative response is required.
15. Paragraph 15 is omitted from the Complaint. Therefore, no affirmative response is required.
16. Fuyao denies the allegations set forth in Paragraph 16.
17. Fuyao denies the allegations set forth in Paragraph 17.
18. Fuyao denies the allegations set forth in Paragraph 18.
19. Fuyao denies any remaining allegations not specifically admitted herein as true.

AFFIRMATIVE AND OTHER DEFENSES

1. At all material times, Fuyao has acted in good faith in compliance with the National Labor Relations Act ("Act").
2. The Complaint fails to state a claim upon which relief can be granted.

3. The Complaint does not allege facts sufficient to constitute a violation of the Act.
4. The Complaint has been issued without justification.
5. Paragraph 6 of the Complaint has been found to be without merit by the Regional Director and should not be pled as an unfair labor charge within the Complaint.
6. Fuyao has not, at any time, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights under the Act.
7. Fuyao has not, at any time, interrogated or threatened employees or discouraged membership in any of the labor organizations.
8. All actions taken by Fuyao were for lawful, non-discriminatory and compelling business reasons.
9. The claims in the Complaint, in whole or in part, are frivolous and without foundation of law or fact.
10. If any allegations in the Complaint are found to be a violation of the Act, then such violations, if any, are *de minimus* and without remedy which would further the purposes of the Act.
11. Assuming arguendo, any allegation in the Complaint is found to be a violation of the Act, the remedy requested is inappropriate as a matter of law and beyond the scope of the Board's jurisdiction and authority.
12. Any allegations of the Complaint outside the applicable statute of limitations or any evidence relating to conduct outside the applicable statute of limitations are barred by Section 10(b) of the Act.
13. Fuyao reserves the right to assert additional affirmative defenses throughout the proceedings.

WHEREFORE, Fuyao moves for dismissal of the Complaint in its entirety, and requests that it be awarded costs, attorneys' fees, and any other appropriate relief.

Respectfully submitted,

/s/ Michael T. Short

Michael T. Short
LITTLER MENDELSON, P.C.
21 East State Street, 16th Floor
Columbus, OH 43215
Telephone: 614.463.4201
Facsimile: 614.737.5321
Email: mshort@littler.com

Counsel for Fuyao Glass America, Inc.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC.

and
INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF
AMERICA, AFL-CIO (UAW)

Cases 09-CA-172583
09-CA-175666
09-CA-176233

AMENDED CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

This Amended Consolidated Complaint and Notice of Hearing is based on charges in Cases 09-CA-172583, 09-CA-175666 and 09-CA-176233, filed by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (UAW) (Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Fuyao Glass America, Inc. (Respondent) has violated the Act as described below.

1. (a) The charge in Case 09-CA-172583 was filed by the Union on March 25, 2016, and a copy was served on Respondent by U.S. mail on March 28, 2016.

(b) The charge in Case 09-CA-175666 was filed by the Union on May 5, 2016, and a copy was served on Respondent by U.S. mail on May 6, 2016.

(c) The first amended charge in Case 09-CA-175666 was filed by the Union on May 16, 2016, and a copy was served on Respondent by U.S. mail on the same date.

(d) The second amended charge in Case 09-CA-175666 was filed by the Union on June 21, 2016, and a copy was served on Respondent by U.S. mail on June 23, 2016.

(e) The charge in Case 09-CA-176233 was filed by the Union on May 13, 2016, and a copy was served on Respondent by U.S. mail on May 16, 2016.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Moraine, Ohio, (Respondent's facility), and has been engaged in the manufacture and the nonretail sale of automotive glass.

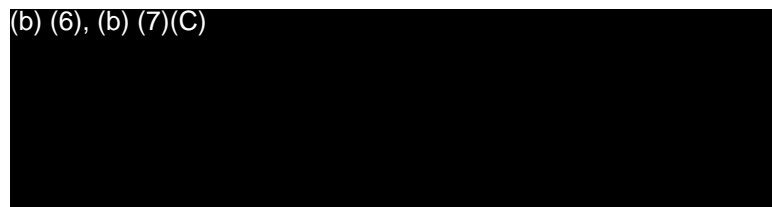
(b) In conducting its operations during the 12-month period ending July 29, 2016, Respondent sold and shipped from Respondent's facility goods valued in excess of \$50,000 directly to points outside the State of Ohio.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



5. (a) Since at least September 28, 2015, Respondent has maintained the following rule in its Workplace Policies:

In the best interest of all employees, there shall be no solicitation, no distribution of materials or the conducting of anything other than company business in the workplace, except for the annual United Way Drive.

(b) Since at least September 28, 2015, Respondent has maintained the following rule in its Employee Handbook:

In the best interest of all employees, there shall be no solicitations, no distributions of materials or the conducting of anything other than Company business in the work areas, except for the annual United Way Drive.

Distribution of advertising materials, handbills, or other literature by employees in the workplace is prohibited.

(c) Since at least September 28, 2015, Respondent has maintained the Infrastructure Technology rule attached hereto as Attachment A.

6. (a) Since about March 4, 2016, Respondent, by a posting on its bulletin board, promulgated and since then has maintained the following rule:

To Fellow Employees:

“As part of our employment practices, Fuyao Glass America collects personal data about our employees, including addresses, phone numbers, social security numbers, and so forth. Due to the sensitive nature of information, FGA has controls and restrictions in place to govern its disclosure and use. Any unauthorized attempt by employees to obtain and/or disseminate personal information about fellow employees is a serious violation of employee integrity and company policy. Employees found to be engaging in such activity are subject to termination under the FGA disciplinary policy.”

(b) Respondent promulgated and maintained the rule described above in paragraph 6(a) to discourage its employees from forming, joining or assisting the Union or engaging other concerted activities.

7. About March 17, 2016, employees engaged in concerted activities with other employees for the purposes of mutual aid and protection by leafleting at Respondent’s entrance gates.

8. (a) About March 17, 2016, Respondent, by its guards at its entrances, denied its off-duty employees access to parking lots, gates and other outside nonworking areas by telling employees to leave and that the police would be called.

(b) About March 17, 2016, Respondent, by its guards, called the police.

(c) Respondent engaged in the conduct described above in paragraphs 8(a) and (b), because its employees engaged in the conduct described above in paragraph 7, and to discourage employees from engaging in these or other concerted activities.

9. (a) Between about March 17, 2016, through about late March 2016, Respondent, by

(b) (6), (b) (7)(C), verbally

promulgated and since then has maintained:

(i) A rule requiring that employees wear uniforms while at work.

(ii) A rule prohibiting employees from wearing buttons.

(b) About March 18, 2016, Respondent, by posting a notice, promulgated and since then has maintained a rule prohibiting employees from displaying stickers on their lockers.

(c) Respondent promulgated and maintained the rules described above in paragraphs 9(a) and (b), because its employees engaged in the conduct described above in paragraph 7, and to discourage its employees from forming, joining, and assisting the Union or engaging in other concerted activities.

10. Respondent, by (b) (6), (b) (7)(C):

(a) About March 24, 2016, in a maintenance department meeting solicited grievances from employees with an implied promise to correct the grievances by asking employees what they wanted.

(b) Between March 24 and 30, 2016, in a maintenance department meeting, unlawfully granted benefits by giving employees radios and carts.

(c) Between March 24 and 30, 2016, in a maintenance department meeting, solicited grievances from employees with an implied promise to correct grievances by having each employee list their grievances with Respondent.

11. About (b) (6), (b) (7)(C) 2016, Respondent by (b) (6), (b) (7)(C), at Respondent's facility:

(a) Unlawfully interrogated an employee about employees' union sentiments.

(b) Solicited grievances from employees with an implied promise to correct the grievances.

12. (a) About May 12, 2016, Respondent, by issuing Management Policy, Document No. FYUS/HR-MT-048, promulgated and since then has maintained the following rules:

5.1.5 Baseball caps and/or other types of hats issued by Fuyao are permitted on the manufacturing floor and in office areas. All other caps and hats are prohibited.

5.2.1.1 Associates working on the production floor who have been issued Fuyao-branded are required to wear the uniforms at all times while working at Fuyao facilities.

5.2.1.2 No alterations are permitted to Fuyao uniforms. In addition, badge, buttons, pins, and similar materials may not be work on uniforms due to the risk of such items scratching glass materials.

(b) About May 12, 2016, Respondent by (b) (6), (b) (7)(C) promulgated the following rule:

Employees can only wear undershirts and baseball hats issued by Respondent.

(c) Respondent promulgated the rules described above in paragraphs 12(a) and (b) to discourage its employees from forming, joining, and assisting the Union or engaging in other concerted activities.

13. By the conduct described above in paragraphs 5, 6, 8, 9, 10, 11 and 12, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

14. By the conduct described above in paragraphs 9(a)(i) and (c), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

15. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended consolidated complaint. The answer must be **received by this office on or before May 2, 2017 or postmarked on or before May 1, 2017**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted

to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 15, 2017, 10 a.m., at Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio,** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: April 18, 2017

A handwritten signature in black ink, appearing to read "Garey E. Lindsay". The signature is fluid and cursive, with the first name "Garey" being more prominent.

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC.,

and

INTERNATIONAL UNION, UNITED
AUTOMOTBILE, AEROSPACE AND
AGRICULTRUAL IMPLEMENT
WORKERS OF AMERICA, AFL-CIO
(UAW)

Cases: 09-CA-172583
 09-CA-175666
 09-CA-176233

**ANSWER AND AFFIRMATIVE DEFENSES OF FUYAO GLASS
AMERICA, INC. TO THE BOARD'S AMENDED CONSOLIDATED COMPLAINT**

Respondent, Fuyao Glass America, Inc. ("Fuyao" or "Respondent"), by and through counsel and pursuant to the applicable rules and regulations of the National Labor Relations Board ("Board"), as amended, submits the following Answer and Affirmative Defenses to the Amended Consolidated Complaint and Notice of Hearing, Case Nos. 09-CA-172583, 09-CA-175666, and 09-CA-176233 (the "Complaint").

1. Fuyao admits the allegations set forth in Paragraph 1.
2. Fuyao admits the allegations set forth in Paragraph 2.
3. Fuyao admits the allegations set forth in Paragraph 3.
4. Fuyao admits this paragraph accurately reflects the job titles held by (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) Fuyao admits that (b) (6), (b) (7)(C) are supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act. Further answering, Fuyao denies the remaining allegations set forth in Paragraph 4.

5. Fuyao admits the allegations set forth in Paragraph 5.

6. (a) Fuyao admits on or about March 4, 2016, that Respondent posted a notice regarding protection of the employees' confidential information. This notice was rescinded on June 15, 2016.

(b) Fuyao denies the allegations set forth in Paragraph 6(b). Further answering, Fuyao avers that the Regional Director found no merit to this allegation on June 30, 2016.

7. Paragraph 7 states a legal conclusion for which no response is required. To the extent a response is required, Fuyao denies the allegations set forth in Paragraph 7.

8. (a) Fuyao denies the allegations set forth in Paragraph 8(a).

(b) Fuyao denies the allegations set forth in Paragraph 8(b).

(c) Fuyao denies the allegations set forth in Paragraph 8(c).

9. (a) Fuyao generally admits that it rolled out its uniform program starting in September, 2015, coinciding with the commencement of production at its Moraine facility. Fuyao further admits that it requires all production employees who are issued a uniform to wear the uniform during regular working hours. Fuyao admits production employees are not permitted to wear buttons that could damage the glass products; however, employees are permitted to wear stickers on their uniform in support of various unions. Fuyao avers that it has no knowledge of any employee being asked to cease wearing union stickers in connection with the rollout of the uniform policy. Further answering, Fuyao denies the remaining allegations in Paragraph 9(c).

(b) Fuyao denies the allegations set forth in Paragraph 9(b). Further answering, Fuyao avers the lockers at issue are not owned by Fuyao and the only control Fuyao has over them is their location in the plant.

(c) Fuyao denies the allegations set forth in Paragraph 9(c).

10. (a) Fuyao denies the allegations set forth in Paragraph 10(a).
- (b) Fuyao denies the allegations set forth in Paragraph 10(b).
- (c) Fuyao denies the allegations set forth in Paragraph 10(c).
11. Fuyao denies the allegations set forth in Paragraph 11.
12. (a) Fuyao admits issuing a workplace attire rule on or about May 15, 2016, that included the referenced language.
- (b) Fuyao lacks knowledge and information sufficient to form a belief about the truth of the allegations in Paragraph 12(b), and therefore, denies the same.
- (c) Fuyao denies the allegations in Paragraph 12(c).
13. Fuyao denies the allegations set forth in Paragraph 13.
14. Fuyao denies the allegations set forth in Paragraph 14.
15. Fuyao denies the allegations set forth in Paragraph 15.
16. Fuyao denies any remaining allegations not specifically admitted herein as true.

AFFIRMATIVE AND OTHER DEFENSES

1. At all material times, Fuyao has acted in good faith in compliance with the National Labor Relations Act ("Act").
2. The Complaint fails to state a claim upon which relief can be granted.
3. The Complaint does not allege facts sufficient to constitute a violation of the Act.
4. The Complaint has been issued without justification.
5. Paragraph 6 of the Complaint has been found to be without merit by the Regional Director and should not be pled as an unfair labor charge within the Complaint.
6. Fuyao has not, at any time, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights under the Act.

7. Fuyao has not, at any time, interrogated or threatened employees or discouraged membership in any of the labor organizations.

8. All actions taken by Fuyao were for lawful, non-discriminatory and compelling business reasons.

9. The claims in the Complaint, in whole or in part, are frivolous and without foundation of law or fact.

10. If any allegations in the Complaint are found to be a violation of the Act, then such violations, if any, are *de minimus* and without remedy which would further the purposes of the Act.

11. Assuming arguendo, any allegation in the Complaint is found to be a violation of the Act, the remedy requested is inappropriate as a matter of law and beyond the scope of the Board's jurisdiction and authority.

12. Any allegations of the Complaint outside the applicable statute of limitations or any evidence relating to conduct outside the applicable statute of limitations are barred by Section 10(b) of the Act.

13. Fuyao reserves the right to assert additional affirmative defenses throughout the proceedings.

WHEREFORE, Fuyao moves for dismissal of the Complaint in its entirety, and requests that it be awarded costs, attorneys' fees, and any other appropriate relief.

Respectfully submitted,

/s/ Michael T. Short

Michael T. Short
LITTLER MENDELSON, P.C.
21 East State Street, 16th Floor
Columbus, OH 43215
Telephone: 614.463.4201
Facsimile: 614.737.5321
Email: mshort@littler.com

Counsel for Fuyao Glass America, Inc.

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT**

IN THE MATTER OF

FUYAO GLASS AMERICA, INC.

**Cases: 09-CA-172583;
9-CA-175666 and
9-CA-176233**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them by time clocks, on all bulletin boards and all Electronic Boards throughout the facility located at 2801 W. Stroop Rd., Moraine, Ohio 45439 and all other places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on the intranet site accessible to employees and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON ADMISSIONS CLAUSE – By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original

notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes /s/ No
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Amended Consolidated Complaint previously issued on April 18, 2017, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel. The provisions of this paragraph will apply for a period of twelve (12) months from the date the Settlement Agreement has been approved by the Regional Director.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party FUYAO GLASS AMERICA, INC.		Charging Party INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO, CLC	
By:	Name and Title	Date	
/s/ (b) (6), (b) (7)(C)		5/9/17	
Print Name and Title below			
Recommended By:		Date	
/s/ Theresa L. Laite THERESA LAITE Attorney		5/9/17	
Approved By:		Date	
/s/ Garey Lindsay GAREY EDWARD LINDSAY Regional Director, Region 9		5/10/2017	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT ask you questions about your support or activities on behalf of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) or any other union, nor about the union support or union activities of other employees.

WE WILL NOT solicit your grievances nor imply that we will remedy your grievances to discourage you from supporting a union.

WE WILL NOT promise you better benefits nor give you new or better benefits to discourage you from supporting a union.

WE WILL NOT ask you how we can improve in order to discourage you from engaging in concerted or union activities.

WE WILL NOT tell you that you cannot engage in concerted or union activities, such as handing out leaflets at our entrance gates, parking lots and other outside nonworking areas.

WE WILL NOT call the police or threaten to call police because you choose to engage in concerted or union activities, such as handing out leaflets at our entrance gates, parking lots and other outside nonworking areas.

WE WILL NOT promulgate and maintain no-solicitation rules or policies, including in our Workplace Policies and Employee Handbook, that prohibit you from soliciting in the workplace or work areas during nonworking time or from distributing in nonworking areas during nonworking time.

WE WILL NOT promulgate and maintain an overly broad policy that prohibits you from obtaining and sharing your coworkers' contact information or promulgate and maintain such a policy in order to discourage you from supporting a union and **WE HAVE** rescinded the letter/notice that we posted on or about March 4, 2016, announcing such policy.

WE WILL NOT promulgate and maintain an overly broad infrastructure technology policy that bans any employee provided access to our computer networks from using email and internet connections for union solicitations or espousing personal, political, or religious views or to solicit for any nonbusiness cause or event during nonworking time; or bans you from criticizing our labor policies and practices in public; or bans you from exchanging "offensive" emails without explaining to you what constitutes "offensive."

WE WILL NOT orally require you to wear uniforms while at work because of your support for a union.

WE WILL NOT prohibit you from wearing stickers or non-metal buttons or similar non-metal items while at work or promulgate and maintain such a policy because of your support for a union and **WE WILL** rescind any rule to the contrary.

WE WILL NOT prohibit you from displaying stickers and magnets on your lockers nor promulgate and maintain such a policy because of your support for a union and **WE HAVE** rescinded the notice that we posted on or about March 18, 2016, announcing such policy.

WE WILL NOT orally, or in writing, promulgate and maintain overly broad policies/rules, including our May 15, 2016, Management Policy, Document No. FYUS/HR-MT-048, requiring you to wear uniforms and baseball caps and/or other types of hats and undershirts issued by us, except for personal protective equipment that is required to protect your health, and **WE HAVE** rescinded this May 15, 2016 policy; nor will we prohibit you from wearing non-metal badges, non-metal buttons, non-metal pins and similar materials nor promulgate and maintain such policies/rules because of your support for a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights under Section 7 of the Act.

WE WILL rescind and give no force or effect to the oral policy requiring you to wear uniforms while at work because of your support for a union, and **WE WILL** uniformly apply any uniform/appearance policy without regard for your union sympathies.

WE WILL furnish you with inserts for our Workplace Policies, Employee Handbook, Management Policy, Document No. FYUS/HR-MT-048, and infrastructure technology policy that (1) advise that the above rules have been rescinded, or (2) provide the language of lawful rules, or publish and distribute a revised Workplace Policies, Employee Handbook, Management Policy, Document No. FYUS/HR-MT-048, and infrastructure technology policy that (a) do not contain the unlawful rules or (b) provide the language of lawful rules.

FUYAO GLASS AMERICA INC.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to

file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Telephone: (513)684-3686
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

09-CA-199943

Date Filed

June 2, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fuyao Glass America, Inc.		b. Tel. No. 937-496-5777
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 800 Fuyao Ave. Moraine, OH 45439	e. Employer Representative Eric Vanetti, Vice President of Human Resources and Labor Relations	g. e-Mail
		h. Number of workers employed 1500
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory	j. Identify principal product or service Automotive Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code)

8000 East Jefferson Avenue
Detroit, MI 48214

4b. Tel. No. 313-926-5216

4c. Cell No.

4d. Fax No. 313-926-5240

4e. e-Mail
abarbour@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



(signature of representative or person making charge)

Ava Barbour, Associate General Counsel

(Print/type name and title or office, if any)

Tel. No. 313-926-5216

Office, if any, Cell No.

Fax No. 313-926-5240

e-Mail
abarbour@uaw.net

Address 8000 East Jefferson Avenue, Detroit, MI 48214

June 2, 2017

(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

Within the last six months, the above-named employer has harassed its employee, (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) union activity.

Within the last six months, the above-named employer, through its agents, has questioned its employees about their support for the UAW.

Within the last six months, the above-named employer, through its agents, has told its employees that they cannot talk about the union while at work.

Within the last six months, the above-named employer, through its agents, has surveilled its employees while they were handbilling at the entrance to the workplace.

Since February 20, 2017, the above-named employer has maintained and promulgated a written uniform policy that requires employees to wear only Fuyao-issued uniforms or Fuyao-issued t-shirts, and since approximately May 9, 2017, the above-named employer, through its agents, has informed employees that they must wear a Fuyao uniform shirt or t-shirt or they would be disciplined.

Since February 21, 2017, the above-named employer has maintained and promulgated written Employee Conduct and Work Rules that chill its employees rights under Section 7 of the Act, including:

- "Failure to cooperate in lawful company investigations;"
- "Photographing or recording equipment without authorization from a Plant Director or the VP, Operations;"
- "Use of threatening language toward a colleague;" and
- "Use of abusive, malicious, contemptuous or threatening language or conduct."

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case
09-CA-199943

Date Filed
June 23, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT


a. Name of Employer Fuyao Glass America, Inc.		b. Tel. No. 937-496-5777
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 800 Fuyao Ave. Moraine, OH 45439	e. Employer Representative Eric Vanetti, Vice President of Human Resources and Labor Relations	g. e-Mail
		h. Number of workers employed 1500
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory	j. Identify principal product or service Automotive Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)
SEE ATTACHED

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code) 8000 East Jefferson Avenue Detroit, MI 48214	4b. Tel. No. 313-926-5216
	4c. Cell No.
	4d. Fax No. 313-926-5240
	4e. e-Mail abarbour@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)

6. DECLARATION		Tel. No. 313-926-5216
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Office, if any, Cell No.
By  (signature of representative or person making charge)	Ava Barbour, Associate General Counsel (Print type name and title or office, if any)	Fax No. 313-926-5240
Address 8000 East Jefferson Avenue, Detroit, MI 48214		e-Mail abarbour@uaw.net
		June 23, 2017 (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by terminating (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

Within the last six months, the above-named employer has harassed its employee, (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) union activity.

Within the last six months, the above-named employer, through its agents, has questioned its employees about their support for the UAW.

Within the last six months, the above-named employer, through its agents, has surveilled its employees while they were handbilling at the entrance to the workplace.

Since February 20, 2017, the above-named employer has maintained and promulgated a written uniform policy that requires employees to wear only Fuyao-issued uniforms or Fuyao-issued t-shirts, and since approximately May 9, 2017, the above-named employer, through its agents, has informed employees that they must wear a Fuyao uniform shirt or t-shirt or they would be disciplined.

Since February 21, 2017, the above-named employer has maintained and promulgated written Employee Conduct and Work Rules that chill its employees rights under Section 7 of the Act, including:

- "Failure to cooperate in lawful company investigations;"
- "Photographing or recording equipment without authorization from a Plant Director or the VP, Operations;"
- "Use of threatening language toward a colleague;" and
- "Use of abusive, malicious, contemptuous or threatening language or conduct."

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

09-CA-210043

Date Filed

11/16/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fuyao Glass America Inc.		b. Tel. No. 937-496-5777
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 800 Fuyao Avenue, Moraine, OH 45439	e. Employer Representative Athena Hou, Vice President and Chief Legal Officer	
	g. e-Mail ahou@fuyaousa.com	
	h. Number of workers employed 1600	
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory	j. Identify principal product or service Automotive Glass	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In or about (b) (6), (b) (7)(C) 2017, the above-named employer disciplined and terminated employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support for the UAW and other protected, concerted activity.

In or about (b) (6), (b) (7)(C) 2017, the above-named employer terminated employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support for the UAW and other protected, concerted activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code) 8000 East Jefferson Avenue Detroit, MI 48214	4b. Tel. No. (313) 926-5218
	4c. Cell No.
	4d. Fax No. (313) 926-5240
	4e. e-Mail abarbour@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Ava Barbour Ava Barbour, Associate General Counsel
(signature of representative or person making charge) (Print/type name and title or office, if any)

Tel. No. 313-926-5216

Office, if any, Cell No.

Fax No. 313-926-5240

e-Mail
abarbour@uaw.net

Address 8000 East Jefferson Avenue, Detroit, MI 48214 Nov. 16, 2017
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
09-CA-210043	February 28, 2018

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Fuyao Glass America Inc.		b. Tel. No. (937)479-9304
		c. Cell No.
d. Address (street, city, state ZIP code) 800 Fuyao Ave, Moraine, OH 45439-7500	e. Employer Representative Athena Hou Vice President & Chief Legal Officer	f. Fax No. (937)496-5777
		g. e-Mail ahou@fuyaousa.com
		h. Dispute Location (City and State) Moraine, OH
i. Type of Establishment (factory, nursing home, hotel) Factory	j. Principal Product or Service Automotive Glass	k. Number of workers at dispute location 1600

1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In or about (b) (6), (b) (7)(C) 2017, the above-named Employer suspended and terminated employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support for the UAW and other protected, concerted activity.

In or about (b) (6), (b) (7)(C) 2017, the above-named Employer terminated employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support for the UAW and other protected, concerted activity.

On or about (b) (6), (b) (7)(C) 2017, the above-named Employer violated the Act by disciplining (b) (6), (b) (7)(C) pursuant to its solicitation and distribution policies, including its policy dated February 28, 2017.

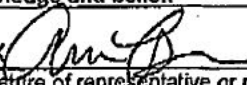
Within the prior 6 months, the Employer has maintained a Solicitation and Distribution policy dated May 31, 2017 that interfered with employees' Section 7 rights.

3. Full name of party filing charge (If labor organization, give full name, including local name and number)

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO

4a. Address (street and number, city, state, and ZIP code) Legal Department, 8000 East Jefferson Avenue, Detroit, MI 48214-3963	4b. Tel. No. (313)926-5216
	4c. Cell No.
	4d. Fax No. (313)926-5240
	4e. e-Mail abarbour@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (313)926-5216
By:  (signature of representative or person making charge)		Office, if any, Cell No.
Ava Barbour Associate General Counsel Print Name and Title		Fax No. (313)926-5240
Address: Legal Department, 8000 East Jefferson Avenue, Detroit, MI 48214-3963 Date: X 2/28/18		e-Mail abarbour@uaw.net

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE

Case
09-CA-201391

Date Filed
June 23, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT			
a. Name of Employer Fuyao Glass America, Inc.		b. Tel. No. 937-496-5777	
		c. Cell No.	
		f. Fax No.	
d. Address (Street, city, state, and ZIP code) 800 Fuyao Ave. Moraine, OH 45439		e. Employer Representative Eric Vanetti, Vice President of Human Resources and Labor Relations	
		g. e-Mail	
		h. Number of workers employed 1500	
i. Type of Establishment (factory, mine, wholesaler, etc.) Factory		j. Identify principal product or service Automotive Glass	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) On or about (b) (6), (b) (7)(C) 2017 and (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by disciplining (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.			
3. Full name of party filing charge (if labor organization, give full name, including local name and number) International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)			
4a. Address (Street and number, city, state, and ZIP code) 8000 East Jefferson Avenue Detroit, MI 48214		4b. Tel. No. 313-926-5216	
		4c. Cell No.	
		4d. Fax No. 313-926-5240	
		4e. e-Mail abarbour@uaw.net	
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) International Union, United Automobile, Aerospace & Agricultural Implement Workers of America (UAW)			
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief. By  (signature of representative or person making charge)		Ava Barbour, Associate General Counsel. (Print/type name and title or office, if any)	
		Tel. No. 313-926-5216	
		Office, if any, Cell No.	
		Fax No. 313-926-5240	
		e-Mail abarbour@uaw.net	
Address 8000 East Jefferson Avenue, Detroit, MI 48214		June 23, 2017 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE

Case

Date Filed

09-CA-201391

July 7, 2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Fuyao Glass America, Inc.

b. Tel. No. 937-496-5777

c. Cell No.

f. Fax No.

g. e-Mail

h. Number of workers employed
1500

d. Address (Street, city, state, and ZIP code)
800 Fuyao Ave.
Moraine, OH 45439

e. Employer Representative
Eric Vanetti, Vice President of Human
Resources and Labor Relations

i. Type of Establishment (factory, mine, wholesaler, etc.)
Factory

j. Identify principal product or service

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (first subsections) (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

On or about (b) (6), (b) (7)(C) 2017, the above-named employer demoted its employee (b) (6), (b) (7)(C) in retaliation for (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

On or about (b) (6), (b) (7)(C) 2017 and (b) (6), (b) (7)(C) 2017, the above-named employer discriminated against its employee (b) (6), (b) (7)(C) by disciplining (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) support for the UAW and other protected concerted activity.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

4a. Address (Street and number, city, state, and ZIP code)

8000 East Jefferson Avenue
Detroit, MI 48214

4b. Tel. No. 313-926-5216

4c. Cell No.

4d. Fax No. 313-926-5240

4e. e-Mail
abarbour@uaw.net

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 313-926-5216

Office, if any, Cell No.

Fax No. 313-926-5240

e-Mail
abarbour@uaw.net

(Signature of representative or person making charge)

Ava Barbour, Associate General Counsel
(Print/type name and title or office, if any)

Address 8000 East Jefferson Avenue, Detroit, MI 48214

July 6, 2017
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC

and

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE & AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA (UAW),
AFL-CIO

Case 09-CA-199943
09-CA-201382
09-CA-201391
09-CA-210043

ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT
AND
NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 09-CA-210043, filed by International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO (Union) against Fuyao Glass America Inc. (Respondent), in which a Complaint and Notice of Hearing issued on April 27, 2018, is consolidated with Cases 09-CA-199943, 09-CA-201382 and 09-CA-201391, filed by the Union against Respondent.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 09-CA-199943 was filed by the Union on June 2, 2017, and a copy was served on Respondent by U.S. mail on the same date.

(b) The first amended charge in Case 09-CA-199943 was filed by the Union on June 23, 2017, and a copy was served on Respondent by U.S. mail on June 27, 2018.

(c) The charge in Case 09-CA-201382 was filed by the Union on June 23, 2017, and a copy was served on Respondent by U.S. mail on June 27, 2017.

(d) The charge in Case 09-CA-201391 was filed by the Union on June 23, 2017, and a copy was served on Respondent by U.S. mail on June 27, 2017.

(e) The first amended charge in Case 09-CA-201391 was filed by the Union on July 7, 2017, and a copy was served on Respondent by U.S. mail on July 10, 2017.

(f) The charge in Case 09-CA-210043 was filed by the Union on November 16, 2017, and a copy was served on Respondent by U.S. mail on November 17, 2017.

(g) The first amended charge in Case 09-CA-210043 was filed by the Union on February 28, 2018, and a copy was served on Respondent by U.S. mail on March 1, 2018.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in Moraine, Ohio (Respondent's facility), and has been engaged in the manufacture and the nonretail sale of automotive glass.

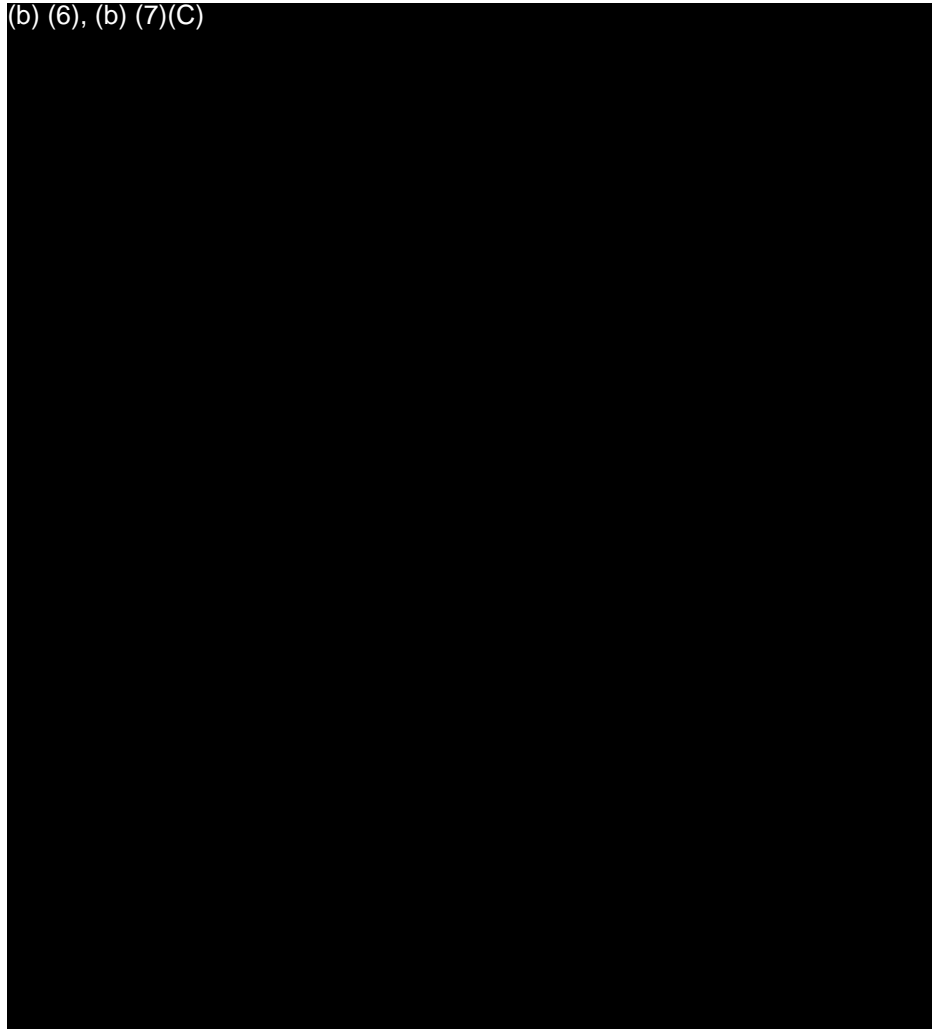
(b) In conducting its operations during the 12-month period ending September 1, 2018, Respondent sold and shipped from Respondent's facility goods valued in excess of \$50,000 directly to points outside the State of Ohio.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)



5. (a) About a date in (b) (6), (b) (7)(C) 2017, the exact date being unknown to the General Counsel, Respondent, by (b) (6), (b) (7)(C), at Respondent's facility in the Laminating Department, prohibited employees from wearing hats with union insignia.

(b) About February 20, 2017, Respondent, by issuing its Appearance Standards policy, Document No. FYUS/HR-MT-048, promulgated and since then has maintained the following rule:

4.2 Workplace Garments

4.2.1 All Associates who work in a Production area are required to wear either a Fuyao uniform or Fuyao T-shirt on the manufacturing floor.

6. (a) About the dates set forth opposite their names, Respondent suspended the employees named below:

(b) (6), (b) (7)(C) 2017
(b) (6), (b) (7)(C) 2017

(b) About (b) (6), (b) (7)(C) 2017, Respondent demoted its employee (b) (6), (b) (7)(C)

(c) About the dates set forth opposite their names, Respondent disciplined the following employees:

(b) (6), (b) (7)(C) 2017 (verbal warning)
(b) (6), (b) (7)(C) (written warning)

(d) About the dates set forth opposition their names, Respondent discharged the following employees:

(b) (6), (b) (7)(C) 2017
(b) (6), (b) (7)(C) 2017
(b) (6), (b) (7)(C) 2017

(e) Respondent engaged in the conduct described above in paragraphs 6(a) through 6(d) because the named employees of Respondent assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of their rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

8. By the conduct described above in paragraph 6, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 5 and 6, the General Counsel seeks an Order requiring Respondent to electronically post notices in Chinese in addition to English. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before October 12, 2018 or postmarked on or before October 11, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users

that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **November 26, 2018, 10 a.m.** at **Room 3003, John Weld Peck Federal Bldg., 550 Main St., Cincinnati, Ohio**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the

attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: September 28, 2018

A handwritten signature in black ink, appearing to read "Garey E. Lindsay". The signature is fluid and cursive, with the first name "Garey" being more prominent and the last name "Lindsay" following in a similar style.

Garey E. Lindsay, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, OH 45202-3271

Attachments

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

FUYAO GLASS AMERICA, INC.,

and

INTERNATIONAL UNION, UNITED
AUTOMOTBILE, AEROSPACE AND
AGRICULTRUAL IMPLEMENT
WORKERS OF AMERICA (UAW), AFL-
CIO

Case 09-CA-199943
09-CA-201382
09-CA-201391
09-CA-210043

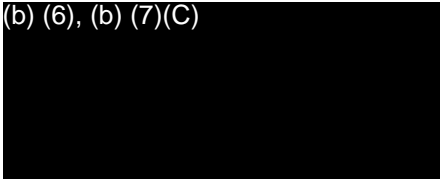
ANSWER AND AFFIRMATIVE DEFENSES
OF FUYAO GLASS AMERICA, INC.

Respondent, Fuyao Glass America, Inc. ("Fuyao" or "Respondent"), by and through counsel and pursuant to the applicable rules and regulations of the National Labor Relations Board ("Board"), as amended, submits the following Answer and Affirmative Defenses to the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the "Complaint").

1.
 - (a) Fuyao admits the allegations set forth in Paragraph 1(a).
 - (b) Fuyao admits the allegations set forth in Paragraph 1(b).
 - (c) Fuyao admits the allegations set forth in Paragraph 1(c).
 - (d) Fuyao admits the allegations set forth in Paragraph 1(d).
 - (e) Fuyao admits the allegations set forth in Paragraph 1(e).
 - (f) Fuyao admits the allegations set forth in Paragraph 1(f).
 - (g) Fuyao admits the allegations set forth in Paragraph 1(g).
2.
 - (a) Fuyao admits the allegations set forth in Paragraph 2(a).
 - (b) Fuyao admits the allegations set forth in Paragraph 2(b).
 - (c) Fuyao admits the allegations set forth in Paragraph 2(c).
3. Fuyao admits the allegations set forth in Paragraph 3.

4. Fuyao denies that the following individuals have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

A large black rectangular redaction box covers the names of the individuals denied as supervisors or agents.

Further answering, Fuyao admits the remaining allegations set forth in Paragraph 4.

5. (a) Fuyao denies the allegations set forth in Paragraph 5(a).

(b) Fuyao admits the allegations set forth in Paragraph 5(b).

6. (a) Fuyao admits the allegations set forth in Paragraph 6(a).

(b) Fuyao denies the allegations set forth in Paragraph 6(b).

(c) Fuyao admits the allegations set forth in Paragraph 6(c).

(d) Fuyao admits that (b) (6), (b) (7)(C) were

discharged. Further answering, Fuyao denies the remaining allegations set forth in Paragraph 6(d).

(e) Fuyao denies the allegations set forth in Paragraph 6(e).

7. Fuyao denies the allegations set forth in Paragraph 7.

8. Fuyao denies the allegations set forth in Paragraph 8.

9. Fuyao denies the allegations set forth in Paragraph 9.

10. Fuyao denies any remaining allegations not specifically admitted herein as true.

AFFIRMATIVE AND OTHER DEFENSES

1. At all material times, Fuyao has acted in good faith in compliance with the National Labor Relations Act ("Act").

2. The Complaint fails to state a claim upon which relief can be granted.

3. The Complaint does not allege facts sufficient to constitute a violation of the Act.
4. The Complaint has been issued without justification.
5. Fuyao has not, at any time, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights under the Act.
6. Fuyao has not, at any time, interrogated or threatened employees or discouraged membership in any of the labor organizations.
7. All actions taken by Fuyao were for lawful, non-discriminatory and compelling business reasons.
8. The claims in the Complaint, in whole or in part, are frivolous and without foundation of law or fact.
9. If any allegations in the Complaint are found to be a violation of the Act, then such violations, if any, are *de minimus* and without remedy which would further the purposes of the Act.
10. Assuming *arguendo*, any allegation in the Complaint is found to be a violation of the Act, the remedy requested is inappropriate as a matter of law and beyond the scope of the Board's jurisdiction and authority.
11. Any allegations of the Complaint outside the applicable statute of limitations or any evidence relating to conduct outside the applicable statute of limitations are barred by Section 10(b) of the Act.
12. Fuyao reserves the right to assert additional affirmative defenses throughout the proceedings.

WHEREFORE, Fuyao moves for dismissal of the Consolidated Complaint in its entirety, and requests that it be awarded costs, attorneys' fees, and any other appropriate relief.

Respectfully submitted,

/s/ Michael T. Short

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Attorney for Fuyao Glass America, Inc.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
FUYAO GLASS AMERICA INC.

Cases 09-CA-199943
09-CA-201382
09-CA-201391
09-CA-210043

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Mandarin, and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them by the time clocks, on all bulletin boards and all electronic boards throughout the facility located at 2801 W. Stroop Road, Moraine, Ohio 45439 and all other places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English, Mandarin, and in additional languages if the Regional Director decides that it is appropriate to do so, on its PlexSystem Network accessible to employees and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. Interest is computed at the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). The Charged Party will also file a report with the Regional Director allocating the payment(s) to the appropriate calendar year the employee(s) and compensate them for the adverse tax consequences, if any, of receiving a lump sum backpay amount.

<u>Name</u>	<u>Backpay</u>	<u>Interest</u>	<u>Excess Taxes</u>	<u>Expenses</u>	<u>Total</u>
(b) (6), (b) (7)(C)	\$37,413.90	\$1,694.70	\$296.10	\$0	\$39,404.70
(b) (6), (b) (7)(C)	\$45,740.70	\$1,765.80	\$308.70	\$0	\$47,815.20
(b) (6), (b) (7)(C)	\$25,786.80	\$677.70	\$165.60	\$3,621.96	\$30,252.06

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on September 28, 2018 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel. The provisions of this paragraph will apply for a period of twelve (12) months from the date the above-noted cases have been closed by the Region in compliance.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Fuyao Glass America Inc.		Charging Party INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW), AFL-CIO	
By:	Name and Title	Date	
/s/	(b) (6), (b) (7)(C)	11/19/18	
Print Name and Title below			
Recommended By:	Date	Approved By:	Date
/s/ Jamie Ireland	11/20/2018	/s/ Garey Edward Lindsay	11/23/2018
JAMIE IRELAND		GAREY E. LINDSAY	
Field Attorney		Regional Director, Region 9	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT promulgate and maintain overly broad policies/rules, including our February 20, 2017, Management Policy, Document No. FYUS/HR-MT-048, requiring you to wear either a Fuyao uniform shirt or Fuyao t-shirt on the manufacturing floor, and **WE WILL NOT** promulgate and maintain such policies/rules because of your membership in and support for the International Union, United Automobile, Aerospace and Agricultural Implement Workers of American (UAW), or any other union.

WE WILL NOT demote you to a lower paying position because of your membership in or support for the UAW or any other union.

WE WILL NOT discipline or fire you because of your membership in or support for the UAW, or any other union.

WE WILL NOT tell employees that they are not allowed to wear a UAW hat to work.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce our employees in the exercise of the rights guaranteed under Section 7 of the Act.

WE WILL rescind and give no force or effect to the February 20, 2017, Management Policy, Document No. FYUS/HR-MT-048, requiring you to wear either a Fuyao uniform shirt or Fuyao t-shirt on the manufacturing floor, and **WE WILL** notify employees in writing that this has been done.

WE WILL make whole employee (b) (6), (b) (7)(C) for the wages and other benefits (b) (6), (b) (7)(C) lost as a result of our demoting (b) (6), (b) (7)(C) to a lower paying position and firing (b) (6), (b) (7)(C) plus interest, and **WE WILL** compensate (b) (6), (b) (7)(C) for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director of Region 9 a report allocating the backpay award to the appropriate calendar year(s). (b) (6), (b) (7)(C) has voluntarily declined (b) (6), (b) (7)(C) right to reinstatement.

WE WILL make whole (b) (6), (b) (7)(C) for the wages and other benefits they lost because we fired them, plus interest, and **WE WILL** compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director of Region 9 a report allocating the backpay award to the appropriate calendar

year(s). (b) (6), (b) (7)(C) have voluntarily declined their rights to reinstatement.

WE WILL rescind and remove from our files all references to the (b) (6), (b) (7)(C) 2017 verbal warning, and the (b) (6), (b) (7)(C) 2017 written warning issued to (b) (6), (b) (7)(C), and all references to the discharges of (b) (6), (b) (7)(C), and WE WILL notify them in writing that this has been done and that the discipline and discharges will not be used against them in any way.

Fuyao Glass America Inc.

(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Telephone:

Hours of Operation:

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.